

RECORDATION NO. 6690 - FILED VVVVVV
VVVVVV

AUG 18 '11 -10 45 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N W
SUITE 301
WASHINGTON, D.C.
20036

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

(202) 393-2266
FAX (202) 393-2156
E-MAIL: alvordlaw@aol.com

August 18, 2011

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Termination and Release of Lien (Amtrak Trust 96-A), dated as of August 18, 2011, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 6690-MMMM

The names and addresses of the parties to the enclosed document are

Grantor:	National Railroad Passenger Corporation 10 G Street, NE Washington, DC 20002
Secured Party:	Federal Railroad Administration 400 Seventh Street SW Washington, DC 20590
Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890

Chief, Section of Administration
August 18, 2011
Page 2

A description of the railroad equipment covered by the enclosed document
is:

5 locomotives TERMINATED: AMTK 99 – AMTK 103; and 5 locomotives
ADDED to the Security Agreement: AMTK 3, 7, 8, 13 and 14.

A short summary of the document to appear in the index is.

Termination and Release of Lien (Amtrak Trust 96-A).

Also enclosed is a check in the amount of \$41.00 payable to the order of
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the
undersigned.

Very truly yours,



Robert W. Alvord

RWA/bhs
Enclosures

TERMINATION AND RELEASE OF LIEN
(AMTRAK TRUST 96-A)

AUG 18 '11 -10 45 AM

SURFACE TRANSPORTATION BOARD

THIS TERMINATION AND RELEASE OF LIEN (AMTRAK TRUST 96-A) dated as of August 18, 2011 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, not in its individual capacity but solely as Owner Trustee (the "*Trustee*" or "*Lessor*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak assigned to the Administrator all of its right, title and interest to certain rolling stock owned by Amtrak, including rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, Amtrak, as lessee, and Wilmington Trust Company, not in its individual capacity, except as otherwise expressly provided therein, but solely as Owner Trustee, as lessor entered into that certain (i) Lease of Railroad Equipment (Amtrak Trust 96-A) dated as of September 15, 1996, and that certain Lease Supplement No. 1 (Amtrak Trust 96-A), dated September 30, 1996, a memorandum of which documents were recorded with the Surface Transportation Board under Recordation No. 20286 on September 30, 1996 at 1:55 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on September 30, 1996 at 3:48 p.m., (ii) Lease Supplement No. 2 (Amtrak Trust 96-A) dated December 23, 1996 at 3:20 p.m., a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-B on December 23, 1996 at 3:20 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on December 23, 1996 at 3:29 p.m., (iii) Lease Supplement No. 3 (Amtrak Trust 96-A) dated as of March 27, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286 at 1:42 p.m. under Recordation No. 20286-D and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on March 27, 1997 at 1:47 p.m., and (iv) Lease Supplement No. 4 (Amtrak Trust 96-A) dated as of June 26, 1997, a memorandum of which was recorded with the Surface Transportation Board under Recordation No. 20286-F at 1:25 p.m. and deposited in the office of the Registrar General of Canada pursuant to §105 of the Canada Transportation Act on June 26, 1997 at ___ p.m. pursuant to which Lessor leased certain locomotives (the "*Units*") described therein to Lessee

WHEREAS, Amtrak desires to substitute the Units described in Schedule I attached hereto (the "*Replaced Units*") with the Units described in Schedule 2 attached hereto (each a "*Replacement Unit*" and, collectively, the "*Replacement Units*").

WHEREAS, it is a condition to Lessor's agreement to permit such substitution that, among other things, title to the Replacement Unit be transferred from Amtrak to Lessor free and clear of any and all Liens including, without limitation, the Administrator's Lien under the FRA Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1 All right, title and interest of the Administrator in and to each Replacement Unit is hereby terminated and released.

2. The Administrator represents, warrants and agrees that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it or the Secretary is now subject, (b) the Administrator has full authority to terminate and release all of its right, title and interest in and to each Replacement Unit, and (c) this Agreement constitutes the legal and valid obligation and contract of the Administrator and the Secretary, and effectively terminates and releases all of its right, title and interest in and to each Replacement Unit.

3 This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. The parties hereby agree that Equity Guarantor, Loan Participant, Indenture Trustee and Owner Participant (and each of their respective successors and assigns) are third party beneficiaries of this Agreement.

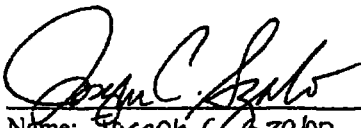
8. The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.

9. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

10. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

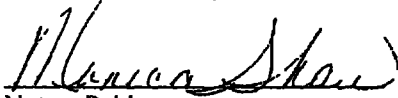
IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement

FEDERAL RAILROAD ADMINISTRATION

By: 
Name: Joseph C. Szabo
Title: Administrator

DISTRICT OF)
) ss
COLUMBIA)

On this 18 day of August, 2011, before me personally appeared Joseph C Szabo, to me personally known, who being by me duly sworn, says that he is the Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.


Notary Public

My Commission Expires. 6/14/2014

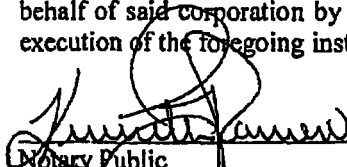
IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

NATIONAL RAILROAD PASSENGER
CORPORATION

By: Dale M. Stein
Name: Dale M. Stein
Title: Treasurer

DISTRICT OF)
) ss
COLUMBIA)

On this 4th day of August, 2011, before me personally appeared Dale M. Stein, to me personally known, who being by me duly sworn, says that he is the Treasurer of NATIONAL RAILROAD PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledges that the execution of the foregoing instrument was the free act and deed of said corporation.

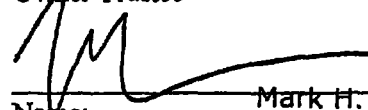

Notary Public
KENNETH ROMERO
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires November 14, 2012
My Commission Expires _____

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

WILMINGTON TRUST COMPANY

not in its individual capacity, but solely as
Owner Trustee

By:



Name:

Mark H. Brzoska

Title:

Financial Services Officer

STATE OF DELAWARE)
) ss
COUNTY OF NEW CASTLE)

On this 10 day of August, 2011, before me personally appeared Mark H. Brzoska, to me personally known, who being by me duly sworn, says that he/she is the Financial Services Officer of WILMINGTON TRUST COMPANY, who acknowledged himself/herself to be a duly authorized officer of said Delaware trust company and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Patrick A. Kanar
Notary Public

My Commission Expires: _____

PATRICK A. KANAR
Notary Public - State of Delaware
My Comm. Expires April 6, 2012



SCHEDULE 1 TO
TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACED UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric P42-DC Single Mode Diesel Locomotives	3, 7, 8, 13 and 14

SCHEDULE 2 TO
TERMINATION AND RELEASE OF LIEN

DESCRIPTION OF REPLACEMENT UNITS

Equipment Type	Amtrak Equipment Numbers
Five (5) General Electric Model AMD-103 Genesis Series Locomotives	99 through 103, inclusive

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 8/18/11



Robert W. Alvord